

STATE OF INDIANA  
COUNTY OF DUBOIS

CLERK DUBOIS CIRCUIT COURT  
JUL 28 2004 IN THE DUBOIS CIRCUIT COURT  
SS: *Kathleen M. Hoff* AYC NO. \_\_\_\_\_

IN RE: QUALITY AWNING COMPANY, )  
Respondent. )

MISCELLANEOUS DOCKET  
NO. 19C01-0407-MI-0299

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Roy P. Coffey, and the Respondent, Quality Awning Company, enter into an Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code §24-5-0.5-7.

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent is a Kentucky Corporation engaged in the home improvement business, with a principal place of business at 903 Broadway, Bowling Green, Kentucky 42101.
2. The terms of this Assurance apply to and are binding upon Respondent, its employees, agents, representatives, successors, and assigns.
3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code §4-6-9-4 and Ind. Code §24-5-0.5-1 et seq.
4. Respondent agrees, pursuant to Ind. Code §24-5-11-10, in every home improvement transaction to provide a completed home improvement contract to the consumer

before the consumer signs it. Respondent agrees that the contract must contain at a minimum the following:

- (a) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (b) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (c) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (d) A reasonably detailed description of the proposed home improvements;
- (e) If the description required by Indiana Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (f) The approximate starting and completion dates of the home improvements;
- (g) A statement of any contingencies that would materially change the approximate completion date;
- (h) The home improvement contract price; and
- (i) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or a typed version of that person's name placed directly after or below the signature.

5. Respondent agrees, pursuant to Ind. Code §24-5-11-11, that before the consumer signs the home improvement contract and before the consumer can be required to make a down payment, the Respondent must have agreed unequivocally by written signature to all of the terms of the home improvement contract.

6. Respondent agrees, pursuant to Ind. Code §24-5-11-12, that Respondent shall give a fully executed copy of the home improvement contract to the consumer immediately after the consumer signs it. The contract must also show the dates the Respondent and each consumer executed the contract.

7. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Ind. Code §24-5-11-1 et seq.

8. Respondent agrees to refrain from conducting any home improvements until it has first obtained all necessary licenses and building permits required by law.

9. Respondent agrees to refrain from representing a consumer transaction has benefits characteristics, sponsorship, approval, performance, accessories, uses or benefits it does not have.

10. Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-1 et seq.

11. Upon execution of this Assurance, Respondent shall pay costs in the amount of Three Hundred and 00/100 Dollars (\$300.00) to the Office of the Attorney General.

12. Upon execution of this Assurance, Respondent shall release any and all liens on the real property of Jacque Hackmeister of Huntingburg, Indiana.

13. Respondent shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

14. Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

15. The Office of the Attorney General shall file this Assurance with the Circuit Court of DuBois County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 16<sup>th</sup> day of July, 2004.

STATE OF INDIANA

RESPONDENT

STEVE CARTER  
Attorney General of Indiana

QUALITY AWNING COMPANY

By: 

Roy P. Coffey  
Deputy Attorney General  
Atty. No. 3930-29

By: 

Bert L. Snyder, President

07-12-04

Office of Attorney General  
302 W. Washington, 5th Floor  
Indianapolis, IN 46204  
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APPROVED this 28<sup>th</sup> day of July, 2004.

  
Judge, DuBois Circuit Court